

DEC 9 2 30 PM '96

FAIRVIEW SUBDIVISION
RESTRICTIVE COVENANTSBK 309 PG 706
W.E. DAVIS CH. CLK.

The following restrictive covenants shall apply to all of the land in Fairview Subdivision, located in Section 33, Township 2 South, Range 5 West, Desoto County, Mississippi, as per plat recorded in Plat Book 52 , Page 33 in the office of the Chancery Clerk of Desoto County, Mississippi.

These covenants, limitations and restrictions are to run with the land, and shall be binding on all parties and persons claiming under them until January 1, 2000, at which time said covenants, limitations and restrictions shall be automatically extended for successive ten (10) year periods unless by a vote of the majority of the then owners of the lots in this subdivision it is agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, limitations or restrictions herein, it shall be lawful for any person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitation or restrictions and either to prevent him or her from doing so or to recover damages or dues for such court violations. Invalidation of any of these covenants, limitations or restrictions by judgment or by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and a private garage for not more than three cars, and separate detached buildings incidental to such use. Two or more lots can be combined for use as one lot and in such case, the interior lot lines may be disregarded insofar as side yard easement requirements are concerned. In the event two or more lots are combined to use as a single lot, under one ownership, no part of the combined lots may be sold or conveyed except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be resubdivided into two or more lots for the purpose of building another dwelling.
2. The minimum front yard setback is shown on the plat for each lot, the minimum side yard setback is five (5) feet and the minimum rear yard setback is twenty five (25) feet. The total of the two side yards shall be fifteen (15) feet.
3. All dwellings and other structures on the lots must be in compliance with Desoto County and its successors. All constructions of outbuildings must be approved by Desoto County.
4. Easements for installation and maintenance of utilities, drainage facilities and sloping of banks along streets are reserved along the lot lines of each lot.
5. No obnoxious or offensive activities shall be carried on or upon any lot, nor shall anything be done which may be or become a nuisance to the neighborhood. No business of any kind may be carried on upon any lot or in any buildings on any lot. All lots and houses are to be for residential use only.

6. No structure or a temporary character, trailer, basement, tent, shack, garage, barn, or other temporary buildings shall be used on any lot at anytime as a residence, either temporary or permanent. No garage apartments will be allowed.
7. No signs of any kind shall be displayed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
9. The total minimum heated floor area of a residence, exclusive of open porches, garages or carports shall be 1500 square feet. The minimum heated lower floor of a split level or two story residence shall be 1000 square feet. When a split level or two story residence is constructed on a lot, the total minimum heated square feet shall be 1750 square feet, exclusive of open porches, garages and carports.
10. All gardens must be planted to the rear of any main residence with only landscaping material such as trees, shrubs and plants allowed in front of the main residence.
11. Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision or the architectural control committee. No fences shall be erected on any portion of any lot between the front of the residence and the street and between the side of the residence and the street on the corner lots unless same is a two story or three rail split cedar fence.
12. No vehicle, including but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any accessory trailer can be parked or stored on any lot unless same is under carport, in the garage, barn or other out building, or to the rear of the main residence. No tractor trailer can be parked on any lot or in the street, and no trailer without a tractor can be parked on any lot or in the street.
13. No underground homes will be allowed. No shell or modular home will be permitted to be built in this subdivision, regardless of the price or square footage of the house. All houses must be of new construction and no house that is moved from another area will be permitted on a lot except by permission of the developer.
14. The owner of the subdivision or the architectural control committee reserves the right to review the plans of any structure that is built on any lot. The owner of the subdivision or the ACC must approve or disapprove, in writing within 20 days the plans submitted. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within said 20 days, the lot owner will deem the plans approved and proceed with construction.

15. The construction of any house in the subdivision shall be required to be completed within eighteen (18) months from the date that construction began.

WITNESS MY SIGNATURE, this the 22 day of November, 1996.

SECURITY BUILDERS, INC.

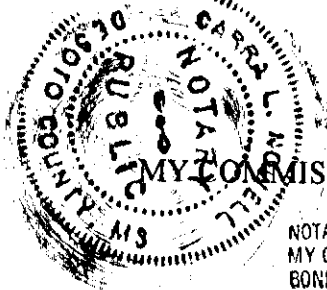
William Knox
William Knox, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY personally appeared before me the undersigned before me the undersigned authority for the above mentioned county and state, the within named William Knox as President of Security Builders, Inc., who acknowledged that he signed and delivered the above and foregoing Restrictive Covenants on the day and year therein mentioned, as his free and voluntary act and deed on behalf of Security Builders, Inc. After being duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL, this the 22 day of November, 1996.

Cana L. Howell
NOTARY PUBLIC



MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: April 13, 1997
BONDED THRU HEIDEN-MARCHETTI, INC.

PREPARED BY
LESLIE B. SHUMAKE, JR.,
ATTORNEY AT LAW
P. O. BOX 803
6219-A COCKBURN
OLIVE BRANCH, MS 38654
601-895-5555